

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Docket # 7:23-CV-07905

EQUITABLE FINANCIAL LIFE INSURANCE
COMPANY

Plaintiffs,

**ANSWER TO
CROSSCLAIMS**

-against-

ALYSHA TRIANTAFILLOU, ALYSHA
TRIANAFILLOU AS ADMINISTRATRIX OF THE
ESTATE OF IOANNIS TRIANTAFILLOU, TAMMY
THANOS, CHRISTINA STEFANOPOULOS

Defendants.

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Cross-Claim Defendants, ALYSHA TRIANTAFILLOU, ALYSHA TRIANTAFILLOU AS ADMINISTRATRIX OF THE ESTATE OF IOANNIS TRIANTAFILLOU (“Cross-Claim Defendant” or “Triantafilou”) by and through their counsel, Alexander Kadochnikov, Esq. of Shiryak, Bowman, Anderson, Gill & Kadochnikov, LLP, answers separately numbered paragraphs in the Answer to CHRISTINA STEFANOPOULOS (“Stefanopoulos”) cross-claim (“Stefanopolis Cross-Claim”) containing affirmative defenses as follows:

1. Paragraph 45 of Stefanopolis Cross-Claim is a statement that requires no response.
2. Cross-Claim Defendant denies allegations contained in Paragraph 46 of Stefanopolis Cross-Claim.

FIRST AFFIRMATIVE DEFENSE

3. Stefanopoulos’s claims are barred because it has breached its duty of good faith and fair dealing.

SECOND AFFIRMATIVE DEFENSE

4. All of Stefanopoulos's claims are barred by the doctrine of unclean hands as Stefanopoulos has committed a wrongdoing, and this lawsuit is attempting to benefit from her wrongdoing.

FOURTH AFFIRMATIVE DEFENSE

5. Stefanopoulos's causes of action are barred, in whole or in part, because Triantafilou did not damage Stefanopoulos in the sum or manner alleged, or in any sum or manner at all.

FIFTH AFFIRMATIVE DEFENSE

6. Stefanopoulos's claims are barred due to failure to perform and/or failure of essential purpose.

SIXTH AFFIRMATIVE DEFENSE

7. Stefanopoulos's claims are barred, in whole or in part, insofar as Defendant's alleged actions or omissions were not the proximate cause of any alleged injury, loss, and/or damages incurred by the Stefanopoulos.

SEVENTH AFFIRMATIVE DEFENSE

8. Stefanopoulos's claims are barred, in whole or in part, for its failure to mitigate its alleged damages.

EIGHTH AFFIRMATIVE DEFENSE

9. Stefanopoulos's claims are barred, in whole or in part, due to fraud.

NINTH AFFIRMATIVE DEFENSE

10. Stefanopoulos's causes of action are barred, in whole or in part, because Triantafilou has, at all relevant times, acted in good faith.

TENTH AFFIRMATIVE DEFENSE

11. Stefanopoulos's causes of action are barred, in whole or in part, because the payment of the requested damages would result in unjust enrichment to Stefanopoulos.

ELEVENTH AFFIRMATIVE DEFENSE

12. Stefanopoulos's claims are barred and/or void as against public policy.

TWELFTH AFFIRMATIVE DEFENSE

13. Stefanopoulos's claims are barred in whole or in part by estoppel/waiver

THIRTEENTH AFFIRMATIVE DEFENSE

14. Stefanopoulos's claims are barred in whole or in part by statute of limitations.

FOURTEENTH AFFIRMATIVE DEFENSE

15. Stefanopoulos's claims are barred in whole or in part by the doctrine of laches

PRAYER FOR RELIEF

WHEREFORE, Triantafilou demands judgment declaring it to be the rightful beneficiary of the one hundred (100%) of the proceeds of the death benefit of the Policy, and any accrued interest.

Dated: December 11, 2023
Kew Gardens, NY

/s/ Kadochnikov

Alexander Kadochnikov, Esq.
Shiryak, Bowman, Anderson,
Gill & Kadochnikov, LLP
*Attorney for the Defendant/Cross-Claimants
Alysha Triantafillou, Alysha Triantafillou as
Administratrix of the Estate of Ioannis Triantafillou*

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